

Bobbie Hill

BK 1136 PG 0608

TO: THE CHANCERY CLERK OF DeSoto

FROM: MISSISSIPPI VALLEY GAS COMPANY

STATE MS.-DE SOTO CO.

COUNTY, MISSISSIPPI

AUG 5 2 46 PM '99

P.O. Box 130

Southaven, MS 38671

(Local Office Address)

601-393-7083

(Local Office Telephone Number)

BK 1136 PG 108
W.F. DAVIS CH. CLK.

The attached copy of a Sales Ticket and Security Agreement is filed in lieu of a UCC-1 Financing Statement. This is a "fixture filing" under MCA S75-9-4-2 and should be filed in the appropriate land records. The filing should be indexed as follows:

Lot _____	Lot <u>95</u>	Section _____
Block _____	Subdivision <u>DeSoto</u>	Township _____
	<u>Village</u>	Range _____
		Quarter Section _____

A full legal description of the real estate involved is:

() Attached Deed Book 132 Page 829

OR

() as follows:

Legal description of property where located

Lot 95, Section A, DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, in the City of Horn Lake, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 47, Page 19 in the office of the Chancery Clerk of DeSoto County, Mississippi.

MISSISSIPPI VALLEY GAS COMPANY
7977 HWY 51
SOUTHAVEN

MS CT 17 ZIP 38671

BK1136PG0609

280-28636

DATE: 07/19/99

SYS #: 319606

CUSTOMER BOBBIE HILL

2655 HILLCREST DR
HORN LAKE MS

CT 17 ZIP 386371214

ACCT NO. 100-0000337-001-01
TC OP TYPE CLASS TOWN
45 01 06 1 10002

QT	CD	TAG #	CL	CODE	GP	DESCRIPTION
01	02		60	3415	30	SF310BEGW RANGE, STA
01	02		67	5164	46	FCG-40 WTR-HTR, PROM
01	02		67	9909	09	VN-003089MODEL STAND

SERIAL NO. PRICE
~~ME99-0016215-246~~ R52615673 477.00
ME99-0016215-246 184.00
26.00
SUB-TOTAL 687.00

ADJ. - ACCT SUB CE VALUE INSTALLATION VALUE
400.00

246
J00 R010 000
ME99-0016215-246

ADJUSTMENT
SUB-TOTAL 0.00
INSTALLATION
SUB-TOTAL 400.00

ANNUAL PERCENTAGE RATE 14.00%
TOTAL NUMBER OF PAYMENTS 036
PAYMENTS BEGIN IN 08 99

CREDIT APP.: APPROVED
MKT. REP. 7359 REFERRED

A SECURITY INTEREST IS BEING
GIVEN ON THIS SALE.

TOTAL PURCHASE	1087.00
SALES TAX CODE 5 TAX	76.09
CASH PRICE	1163.09
DOWN PAYMENT	73.00
UNPAID BALANCE	1090.09
SECURITY RECORDING FEE	22.00
AMOUNT FINANCED	1112.09
FINANCE CHARGE	256.21
TAX ON FINANCE CHARGE	17.93
TOTAL ALL PAYMENTS	1386.23
TOTAL INCLUDING DOWN-PAYMENT	1459.23

FOR 35 MONTHS BUYER WILL PAY 38.50 WITH A FINAL PAYMENT OF 38.73 .
THE FIRST INSTALLMENT BEING PAYABLE ON THE DATE OF THE BUYER S FIRST REGULAR
MONTHLY GAS BILL AFTER THE DATE OF THIS CONTRACT AND SUBSEQUENT PAYMENTS DUE
VIA SUBSEQUENT AND CONSECUTIVE GAS SERVICE BILLS UNTIL PAID IN FULL.

INSTALLATION ADDRESS:

STREET 2655 HILLCREST DR
INSTALLER NO.:

CITY HORN LAKE MS

ZIP 38637

MATERIALS:

RECEIVED BY: _____ RECEIVED ON: _____
ISSUED BY: _____ DATE: _____ FROM STOREROOM: 100
REMARKS

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE PURCHASED EQUIPMENT
LOCATED AT: 2655 HILLCREST DR
THE PARTIES FURTHER AGREE THAT THE TERMS AND CONDITIONS ON THE ATTACHMENT
SHALL GOVERN THIS CONTRACT.

BUYER X Helen Hill DATE: _____ S.S.#: _____

CO-BUYER X Bobbie L. Hill DATE: 7-23-99 S.S.#: X412-40-8596

MISSISSIPPI VALLEY GAS CO. BY: _____ DATE: _____

NOTICE: SEE ATTACHED SALES AGREEMENT FOR IMPORTANT INFORMATION

Buyer purchases from Mississippi Valley Gas Company (Company) the equipment described on the attached and agrees to pay Company:

(1) The "Total of Payments" shown on the attached in monthly installments in the amount there set out, the first installment being payable 10 days after date of the first installment billing and the remaining monthly installments being due, one in each calendar month thereafter 10 days after date of each subsequent monthly installment billing by Company until paid in full.

OR

(2) The entire purchase price not later than 30 days after the date of the first statement upon which such charge appears. Failure to pay the amount in full within such time will cause the account to be delinquent. In such case a late charge not to exceed 4% of the delinquent balance may be imposed by Company.

All warranties or guaranties are limited, to the extent allowed by law, to the express terms and conditions of the manufacturer's warranty provided with the equipment.

1. Buyer hereby grants to Company a purchase money security interest under the Mississippi Uniform Commercial Code to secure the payment of the indebtedness evidenced above, and Buyer's performance of the items provided herein and to the equipment and the proceeds thereof. Buyer hereby assigns to Company monies payable under any property insurance required herein, including returned or unearned premiums, and Company is hereby authorized to receive and collect same, or settle any claim with respect thereto. Buyer further agrees that Company shall have the right to set off said balance against any funds due Buyer from Company should Buyer be in default hereunder.

2. IT IS AGREED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY NOTWITHSTANDING THE MODE OF ITS ATTACHMENT TO REALTY OR OTHER PROPERTY. This Security Agreement may cover goods that are to become fixtures and is to be filed for record in the real estate records. A copy of this Security Agreement may be filed in lieu of a UCC-1 Financing Statement pursuant to MCA 75-9-402(1)(5). Company claims a security interest in the equipment only and disclaims any related security interest in Buyer's principal dwelling unless a right of recision is given as required by law.

3. Buyer warrants and represents that Buyer is a residential or commercial customer of Company receiving gas service and holding legal title to the real property at the address where the equipment is installed. Buyer agrees that the equipment shall not be removed from the location where originally installed without Company's written consent. In the event the real property upon which the above described equipment is installed, is sold or otherwise transferred by Buyer to another person or entity, the Company shall be entitled to the immediate payment of the principal balance of indebtedness outstanding at the time of such sale or transfer. Buyer shall be considered in default if such balance is not paid within 30 days of such transfer. Buyer shall keep equipment in good repair and condition and insured against all perils.

4. Should Buyer default in the payment of any installment hereunder for as long as 30 days after the same is due and payable, the Company may, at its option, declare all remaining installments immediately due and owing and may enforce collection in any lawful manner. As an additional remedy, and without impairing any other remedy it may have, the Company may enter upon Buyer's premises in any lawful manner and repossess any of said property for which payments are in default, and may sell the same at public or private sale or may retain the same in satisfaction of the debt. The proceeds of any such sale shall be applied first to the cost of repossession and sale, then to the balance due under this Contract, and the remainder, if any, shall be paid to Buyer.

5. In case of any default, Buyer agrees to pay interest from the date of default at the annual percentage rate stated in the Contract, and all costs of collection, including a reasonable attorney's fee, whether or not suit is instituted. Presentment for payment, demand, notice of dishonor, protest, notice of protest, and any homestead or personal property exemption addressed by the laws of any state, are hereby waived by Buyer. Failure by the holder hereof to exercise any option granted it hereunder, shall not constitute a waiver of future rights.

6. The entire agreement between Buyer and Company is provided herein and any representations, warranties or agreements not contained herein, shall not obligate Company in any way. This agreement shall apply and be binding upon Buyer, his heirs, personal representatives, successors and assigns, but may not be assigned by Buyer without the written consent of Company. Buyer has the right at any time to pay in advance the unpaid balance due under this Contract, and shall be entitled to adjustments for finance charges not yet accrued.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT, OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THIS CONTRACT YOU SIGN.

BUYER ACKNOWLEDGES THAT BEFORE SIGNING, THE CONTRACT WAS COMPLETE AND ALL BLANKS WERE COMPLETELY FILLED IN. BUYER AUTHORIZES COMPANY TO CHECK HIS/HER CREDIT AND EMPLOYMENT HISTORY.

mhVG